

SUMMIT COUNTY SERVICE AREA NO. 3
7215 North Silver Creek Road
Park City, Utah 84098

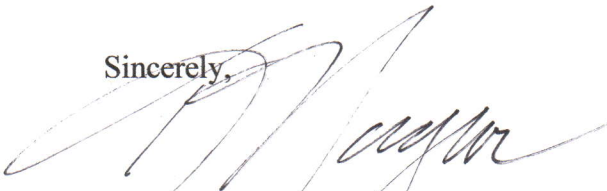
December 10, 2012

Ben Anderson, P.E.
Water Rights Distribution Engineer
Utah Division of Water Rights
Department of Natural Resources
P O Box 146300
Salt Lake City, Utah 84114-6300

Re: Summit County Service Area No. 3 Water Use Plan for 2013

Please be advised that the Summit County Service Area # 3 Water Use Plan for 2013 will not change from the Summit County Service Area # 3 Water Use Plan for 2012.

Sincerely,



Kenneth Naylor, Chairman
Board of Trustees
Summit County Service Area # 3

Enclosure

RECEIVED

DEC 13 2012

WATER RIGHTS
SALT LAKE

SCANNED LP

SUMMIT CO SA#3 WATER USE PLAN					Ac-Ft		2013	
	Well No. 1	Greenfield Well	Well 5616 *	Unmeasured Company & Private	WATER RIGHT TOTAL			
35-9116 (E2451)	100.0	0.0		182.5	282.5			
35-9501 (E2934)	0.0			1.0	1.0			
35-9704 (a28335)	31.0	31.0	0.0		62.0			
35-10012 (E3398)	0.0		1.0		1.0			
35-10013 (E3399)	0.0		1.0		1.0			
35-10014 (E3400)	0.0		1.0		1.0			
35-10015 (E3401)	0.0		1.0		1.0			
35-10016 (E3402)	0.0		1.0		1.0			
35-10017 (E3403)	0.0		1.0		1.0			
35-10024 (a18935)	0.0		1.0		1.0			
35-10025 (a18936)	0.0		1.0		1.0			
35-10703 (a23229)	3.0				3.0			
SOURCE TOTAL	134.0	31.0	8.0	183.5	356.5			

** See note below.

POD Located over 1000 ft SW of Greenfield Well

This water right shows the correct location of the 2 company wells.

Well 1 POD approved.

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WATER RIGHTS
SALT LAKE

LEASE AGREEMENT

This Agreement is entered into as of this 27th day of May, 2005, by and between RANCH PLACE ASSOCIATES, a Utah General Partnership, 2505 W. White Pine Lane, Park City, Utah 84060, and SUMMIT WATER DISTRIBUTION COMPANY, a Utah non-profit mutual water company, 6400 N. Pace Frontage Road #1, Park City, Utah 84098.

RECITALS

WHEREAS, Ranch Place Associates is the owner of 36.003 acre feet of water under Awards 411 and 416 of the Weber River Decree (Water Right No. 35-9030, Change Application a13520); and

WHEREAS, the water right is historically appurtenant to Spring Creek Springs under the Decree;

WHEREAS, Summit Water Distribution Company has enjoyed the full beneficial use of this water right for more than 15 years within its distribution system and at the Ranch Place development; and

WHEREAS, the parties fill the need to formalize that Lease Agreement in order to allow Summit Water Distribution Company to divert and use the water under its Water Use Plan as part of the State Engineer's Distribution Order for the Snyderville Basin.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged and affirmed, the parties agree as follows:

1. Lease of Water. Ranch Place Associates hereby agrees to lease to Summit Water Distribution Company 36.003 acre feet of water under Water Right No. 35-9030 (a13520) for the price of ten dollars (\$10.00) per year. Summit Water Distribution Company agrees to continue to beneficially use the full quantity of water under the water right.

2. Change Applications. Ranch Place Associates agrees that Summit Water Distribution Company may file any and all change applications necessary to more efficiently use water under this right within its system.

3. Term of Lease. This lease agreement shall be terminable at any time upon either party giving written notice sixty (60) days prior to termination.

4. Notices. Any notice hereunder contemplated to be given shall be sufficient if given in writing and personally delivered, or by certified or registered mail addressed to: Ranch Place Associates c/o Hy Saunders, General Partner, Ranch Place Associates, 2505 W. White Pine Lane, Park City, Utah 84060 (Facsimile No. 435/649-5146).

Any notice herein contemplated to be given to Summit Water shall be deemed sufficient if given in writing and personally delivered, or by certified or registered mail addressed to: Summit Water Distribution Company, 6400 North Pace Frontage Road, Unit A, Park City, Utah 84098.

Notice given by mail shall be deemed effective and complete 48 hours following the time of the posting and mailing thereof addressed as aforesaid. Notices given personally shall be deemed effective and complete upon delivery thereof to the address indicated and obtaining a signed receipt thereof.

5. Governing Law; Severability. This Agreement is governed by and construed in accordance with Utah law, excluding that body of laws pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

6. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

7. Entire Agreement. This constitutes the entire agreement of the parties and supersedes all prior discussions, understandings and agreements with respect to the subject matter hereof.

EXECUTED this 27th day of May, 2005

RANCH PLACE ASSOCIATES, a Utah
General Partnership

By: Leen H. Saunders
Its: General Partner

SUMMIT WATER DISTRIBUTION COMPANY,
a Utah non-profit mutual water company

By: Van H. Anderson
Its: General Manager